

PART B -- DEFINITIONS

"911 SITE ADMINISTRATOR" is a person assigned by MCI to establish and maintain E911 service location information for its subscribers.

"911 SERVICE" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"ASR" (ACCESS SERVICE REQUEST) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and ILEC for Local Interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934 as amended.

"AIN" (ADVANCED INTELLIGENT NETWORK) is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" or "control" means to own an equity interest (or equivalent) of at least 10% with respect to ILEC, or the right to control the business decisions, management and policy of another entity.

"GATEWAY" (ALI GATEWAY) is a telephone company computer facility that interfaces with MCI's 911 administrative site to receive Automatic Location Identification (ALI) data from MCI. Access to the Gateway will be via a dial-up modem using a common protocol.

"AMA" means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

"ALI" (AUTOMATIC LOCATION IDENTIFICATION) is a proprietary database developed for E911 systems that provides for a visual display of the caller's

telephone number, address and the names of the emergency response agencies that are responsible for that address. The Alternative Local Exchange Company will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number if applicable.

"ALI/DMS" (AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM) means the emergency service (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.

"ANI" (AUTOMATIC NUMBER IDENTIFICATION) is a feature that identifies and displays the number of a telephone that originates a call.

"ARS" (AUTOMATIC ROUTE SELECTION) is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"BLV/BLI" (BUSY LINE VERIFY/BUSY LINE INTERRUPT) means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

"CABS" means the Carrier Access Billing System which is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CPN" (CALLING PARTY NUMBER) is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

"CCS" is Common Channel Signaling.

"CENTRAL OFFICE SWITCH" or "CENTRAL OFFICE" means a switching entity within the public switched network, including but not limited to end office switches and tandem office switches. Central office switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

"CENTREX" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Belcore Service Mark) -- Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.

"CLEC" means a Competitive Local Exchange Carrier.

"COLLOCATION" means the right of MCI to place equipment of its choice in the ILEC's central offices or other ILEC locations. This equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, MCI obtains dedicated space to place and maintain its equipment. With virtual collocation, the ILEC will install and maintain equipment that MCI provides to ILEC.

"COMBINATIONS" means provision by ILEC of two or more connected Network Elements ordered by MCI to provide its telecommunication services in a geographic area or to a specific customer and that are placed on the same order by MCI.

"COMMISSION" means the [insert name of state public utility commission].

"CCS" (COMMON CHANNEL SIGNALING) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"CONDUIT" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

"CONFIDENTIAL INFORMATION" has the meaning set forth in Section 21 of Part A -- General Terms.

"CONTRACT YEAR" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"CUSTOM CALLING FEATURES" -- Set of call-management service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.

"DBMS" (DATABASE MANAGEMENT SYSTEM) is a computer system used to store, sort, manipulate and update the data required to provide selective routing and ALI.

"DIRECTORY ASSISTANCE DATABASE" refers to any subscriber record used by the ILEC in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA-555-1212.

"DIRECTORY ASSISTANCE SERVICES" provides Listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"DIRECTORY LISTINGS" refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM, and other electronic formats.

"DISCLOSER" means that party to this Agreement which has disclosed Confidential Information to the other party.

"E911 Message Trunk" is a dedicated line, trunk or channel between two central offices or switching devices which provides a voice and signaling path for E911 calls.

"EFFECTIVE DATE" is the date indicated in Part A on which the Agreement shall become effective.

"EMERGENCY RESPONSE AGENCY" is a governmental entity authorized to respond to requests from the public to meet emergencies.

"ESN" (EMERGENCY SERVICE NUMBER) is a number assigned to the ALI and selective routing databases for all subscriber telephone numbers. The ESN designates a unique combination of fire, police and emergency medical service response agencies that serve the address location of each in-service telephone number.

"EMR" means the Exchange Message Record System used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"E911" (ENHANCED 911 SERVICE) means a telephone communication service which will automatically route a call dialed "911" to a designated public safety answering point (PSAP) attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is

being placed and the emergency response agencies responsible for the location from which the call was dialed.

"ENHANCED DIRECTORY ASSISTANCE" refers to directory Assistance services, including but not limited to reverse search, talking yellow pages, and locator services.

"ENHANCED WHITE PAGES" means optional features available for White Pages Directory listings (e.g., bold, all capitals, logos).

"ENHANCED YELLOW PAGES" means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capital, additional line of text, indented).

"EIS" (EXPANDED INTERCONNECTION SERVICE) is the collocation arrangement which ILEC provides in its designated wire centers.

"FCC Interconnection Order" is the Federal Communications Commission's First Report and Order in CC Docket No. 96-98 released August 8, 1996.

"ILEC" means the incumbent local exchange carrier.

"IXC" (INTEREXCHANGE CARRIER) means a provider of interexchange telecommunications services.

"INP" (INTERIM NUMBER PORTABILITY) is a service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving central office.

"IP" (INTERCONNECTION POINT) is a mutually agreed upon point of demarcation where the networks of ILEC and MCI interconnect for the exchange of traffic.

"LIDB" (LINE INFORMATION DATA BASE(S)) A Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.

"NP" (NUMBER PORTABILITY) or "Number Portability" or "NP" means the ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"MSAG" (MASTER STREET ADDRESS GUIDE (MSAG)) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street

names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to ILEC.

"MCI" means MCI Telecommunications Corporation.

"MCI_m" means MCI_m metro Access Transmission Services, Inc.

"MCI_m 911 DATABASE RECORDS" are the MCI_m customer records to be provided by MCI_m to ILEC for inclusion in ILEC's E911 database.

"MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"NANP" means the "North American Numbering Plan," the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"NENA" (NATIONAL EMERGENCY NUMBER ASSOCIATION (NENA)) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a telecommunications service including all features, functions and capabilities that are embedded in such facility or equipment.

"NP" (NUMBER PORTABILITY) means the use of the Local Routing Number (LRN) database solution to provide fully transparent NP for all customers and all providers without limitation.

"NPA" (NUMBERING PLAN AREA) (sometimes referred to as an area code). Is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX," "NXX CODE," OR "CENTRAL OFFICE CODE," OR "CO CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the North America Numbering Plan ("NANP").

"OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"OPERATOR SYSTEMS" is the Network Element that provides operator and automated call handling with billing, special services, customer telephone listings, and optional call completion services.

"OPERATOR SERVICES" provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the customer has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/ELI, Emergency Agency Call).

"P.01 TRANSMISSION GRADE OF SERVICE (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"PLU" (PERCENT LOCAL USAGE) is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

"POLE ATTACHMENT" means the connection of a facility to a utility pole. Some examples of facilities are mechanical hardware, grounding and transmission cable, and equipment boxes.

"POP" means an IXC's point of presence.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PSAP" (PUBLIC SAFETY ANSWERING POINT (PSAP)) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RATE CENTER" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to ILEC (or MCI) for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which ILEC (or MCI) will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

"REAL TIME" means the actual time in which an event takes place, with the reporting on or the recording of the event simultaneous with its occurrence.

"RECIPIENT" means that party to this Agreement (a) to which Confidential Information has been disclosed by the other party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"RESELLER" is a category of Local Exchange service providers who obtain dial tone and associated telecommunications services from another provider through the purchase wholesale priced services for resale to their end user customers.

"ROW" (RIGHT OF WAY (ROW)) means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations.

"ROUTING POINT" means a location which ILEC or MCI has designated on its own network as the homing (routing) point for traffic inbound to Basic Exchange Services provided by the ILEC or MCI which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLI) code with (x)KD in positions 9, 10, 11, where (x) may be

any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or wire center boundaries.

"SWITCH" -- See Central Office Switch

"TANDEM OFFICE SWITCHES" which are Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.

"TECHNICALLY FEASIBLE" refers solely to technical or operational concerns, rather than economic, space, or site considerations.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATION SERVICES" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. As used in this definition.

"THOUSANDS BLOCK OF NUMBERS" shall mean 1000 or more consecutive numbers beginning and ending on a digit boundary, e.g., 949-1000 to 949-1999.

"TRCO" means Trouble Reporting Control Office.

"VOLUNTARY FEDERAL CUSTOMER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Basic Exchange Services and

access services, are located. However, for purposes of EIC service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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ATTACHMENT I

PRICE SCHEDULE

1. General Principles

1.1 All rates provided under this Agreement shall remain in effect for the term of this Agreement unless they are not in accordance with all applicable provisions of the Act, the Rules and Regulations of the FCC, or the Commission's rules and regulations, in which case Part A, Section 2 shall apply.

1.2 Except as otherwise specified in this Agreement, ILEC shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

2. Non-Discriminatory Treatment

ILEC shall offer rates to MCI in accordance with Part A, Sections 2.4, 13 and 19.

3. Local Service Resale

The rates that MCI shall pay to ILEC for Local Resale shall be an amount equal to ILEC's tariffed rates for each rate element as reduced by a percentage amount equal to the Total Applicable Discount (defined below). If ILEC reduces such tariffed rates during the term of this Agreement, the Total Applicable Discount shall be applied to the reduced tariffed rates.

3.1 Total Applicable Discount

The Total Applicable Discount is the sum of two separate discounts: (i) the state by state Base Line Resale Discount; and (ii) the Volume Discount. The Volume Discount is described in Section 6 of this Attachment I.

3.2 Base Line Resale Discount

The Base Line Resale Discount is included in Table 1 of this Attachment.

4. Interconnection and Reciprocal Compensation

4.1 Each party will be responsible for bringing their facilities to the Interconnection Point. MCIm may designate an IP at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and mid-span meets.

4.2 At the discretion of MCIm, Local Interconnection may be accomplished via one-way local trunks, or two-way local trunks, or MCIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s). In the event MCIm chooses to deliver both types of traffic over the same trunk, and desires application of the Local Interconnection rate, it will provide Percent Local Usage (PLU) to ILEC.

4.3 Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be based on per-minutes -of-use.

4.4 When the interconnection is at an ILEC Tandem switch, MCIm shall pay ILEC the rates for tandem switching, an average transport rate and a termination rate. ILEC will pay MCIm a reciprocal compensation and symmetrical compensation rate.

4.5 MCIm may choose to establish trunking to any given end office when there is sufficient traffic to route calls directly to such end office. If MCIm leases one-way trunks from ILEC, MCIm will pay the transport charges for dedicated or common transport. For two-way trunks the charges will be shared equally by both parties.

4.6 When the interconnection is at the ILEC end office, ILEC will pay MCIm compensation based on tandem switching, average transport and termination when ILEC originated calls are terminated to MCIm's subscribers. For calls originating on MCIm's network and terminating to ILEC subscribers, MCIm will pay ILEC compensation based on end office termination only.

4.7 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC Rules and Regulations.

4.8 Where a toll call is completed through ILEC's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to MCIm's subscriber, MCIm shall be entitled to applicable access charges in accordance with FCC Rules and Regulations.

4.9 MCIm shall pay a transit rate as set forth in Table 1 of this Attachment when MCIm uses an ILEC access tandem to terminate a call to a third party LEC or another CLEC. ILEC shall pay MCIm a transit rate equal to the ILEC rate

referenced above when an ILEC uses an MCI switch to terminate a call to a third party LEC or another CLEC.

5. **Unbundled Network Elements**

The charges that MCI shall pay to ILEC for Network Elements are set forth in Table 1 of this Attachment I.

6. **Volume Discount**

An additional Volume Discount will be applied to any services purchased under this Agreement. The Volume Discount will be based on total revenue generated by MCI for all services covered by this agreement across all regions served by the ILEC.

Quarterly
Revenue
(\$Millions)

Volume
Discount

%
%
%
%
%
%
%

7. **Directory Listings**

7.1 ILEC shall not charge MCI or its subscribers for (i) basic white page listings for residential customers; (ii) basic yellow page and business white page listings (as available to ILEC subscribers) for business subscribers; or (iii) distribution of white and yellow page directories. ILEC shall offer for resale enhanced directory listings at an amount equal to retail rates, less the Total Applicable Discount, and pursuant to terms and conditions no less favorable than those offered to ILEC subscribers.

7.2 MCI is responsible for providing ILEC with accurate directory information in an established format and in a timely manner.

TABLE 1
PRICING

State: _____

Item	Type	Explanation	Price Proposal	\$ Per Month					
			Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	
Network Interface Device	Twisted Pair	2- or 4-wire	\$ per month						
	Smart Jack	T-1 line	\$ per month						
	Fiber		\$ per month						
	Coax		\$ per month						
Loop distribution	Twisted pair		\$ per month						
	Fiber		\$ per month						
	Coax		\$ per month						
	Hybrid		\$ per month						
	Other alternatives		\$ per month						
Digital Loop Carrier/Analog cross connect	Virtual remote terminal at DS0 and DS1 levels		\$ per month						
Combined loop feeder, DLC and distribution	Twisted pair	2-wire	\$ per month						
		4-wire							
		ISDN							
		ADSL							
		HDSL							
	DS1		\$ per month						
	DS3		\$ per month						
	SONET OCn		\$ per month						

Item	Type	Explanation	Price Proposal
			Recurring
Baseline Resale Discount			%
Interconnection and Reciprocal Compensation	Tandem End Office Transit		\$ per minute \$ per minute \$ per minute
Local Switching	Line Port		\$ per month
		Coin includes public, semi-public, COCOT and options	\$ per month
		2 wire ISDN	\$ per month
		DS1 ISDN	\$ per month
		2 wire/4 wire analog interface to PBX	\$ per month
		DS1 interface to PBX or other CPE	\$ per month
		Switched Fractional DS1	\$ per month
		Direct Inward Dial interface	\$ per month
	Rotary Port		\$ per month
	Trunk Port	CAMA ANI	\$ per month
		FGB	\$ per month
		FGD/IEC Operator	\$ per month
		DS3	\$ per month
		64 kbps clear channel	\$ per month
		Switched digital - 56&64 kbps	\$ per month
	Switching capacity	includes intraoffice,	\$ per minute

		interoffice local originating and terminating	
	Features	Residence	none
		Business	none
		CLASS	none
		Centrex	none
		AIN	none
Local Operator Services	0+ calling card	0+ card automated card	\$ per call
	Station	0- card	\$ per call
		0- bill to third	\$ per call
		0- collect	\$ per call
		0- no attempt	\$ per call
		Automated bill to third	\$ per call
		0+ collect	\$ per call
		Automated collect	\$ per call
		Sent paid	\$ per call
	Person	0- card	\$ per call
		0- bill to third	\$ per call
		0- collect	\$ per call
		0+ calling card	\$ per call
		0+ bill to third	\$ per call
		0+ collect	\$ per call
	Dialing instructions		\$ per call
	Route 0- to live operator		none
	Time and Charges		\$ per work minute
	Busy line verification		\$ per call
	Emergency interrupt		\$ per call
	Emergency call trace		\$ per call
Local Operator Services	Operator transport		\$ per month
Local Directory Assistance	Directory Assistance		\$ per call
	DA Transport		\$ per month
	DA interconnection		\$ per month
	DA database		
	Direct access to DA database		
	DA call completion		
	Call completion		

	termination		
	Intercept		
Common Transport	Interoffice transmission path between LEC network elements		\$ per minute
Dedicated transport	Voice grade	2 Wire	\$ per month
		4 Wire	\$ per month
		IO Channel	\$ per month
	DS0	2 Wire	\$ per month
		4 Wire	\$ per month
		IO Channel	\$ per month
	DS1	Local Channel	\$ per month
		IO Channel	\$ per month
	DS3	Local Channel	\$ per month
		IO Channel	\$ per month
	STS-1		\$ per month
	Capacity on Shared circuit		\$ per month
	SONET ring system		\$ per month
Digital Cross Connect Systems	DCS 1/0		\$ per month
	DCS 3/1	28 DS1 Channel system Per DS1 basis	\$ per month
	DCS 3/3		
	STS-1 crossconnect		\$ per month
Tandem Switching			\$ per minute
STPs	ISUP message		\$ per message
	TCAP message		\$ per message
	Usage surrogate		\$ per mo. per 56 kbps facility
Signaling link transport	A or D link facility	56 kbps	\$ per month
Signaling Link Transport	Signaling facility termination		\$ per month
SCPs databases	Line Information database LIDB	Storage	
		Use of ILEC LIDB data	

		Validation	
	NP database		
	ALI/DMS database		
	SCE/SMS/AIN access		
Additional Directory Listings			
CMDS Hosting			
Non-sent paid Reporting system			
Poles, Ducts, Conduits and ROW	Maps		
	Pole Attachment Conduit		
	Innerduct		
Virtual Collocation	Space		
	Power		
	Entrance Facilities		
	DS1 Cross Connections		
	DS3 Cross Connections		
Physical Collocation	Space		
	Power		
	Entrance Facilities		
	DS1 Cross Connections		
	DS3 Cross Connections		
Lease of unused transmission media			

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ATTACHMENT II

LOCAL RESALE

Section 1. Telecommunications Services Provided for Resale

1.1 At the request of MCI, and pursuant to the requirements of the Act, and FCC Rules and Regulations, ILEC shall make available to MCI for unrestricted resale any Telecommunications Service that ILEC currently provides or may offer hereafter. ILEC shall also provide Service Functions, as set forth in this Attachment II. The Telecommunications Services and Service Functions provided by ILEC to MCI pursuant to this Agreement are collectively referred to as "Local Resale."

1.2 To the extent that this Attachment describes services which ILEC shall make available to MCI for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services of ILEC which are to be offered for resale are subject to the terms herein.

1.3 **Features and Functions Subject to Resale.** ILEC shall make all of its Telecommunications Services available for resale to MCI on terms and conditions that are reasonable and nondiscriminatory.

1.4 ILEC will provide MCI with at least the capability to provide an MCI subscriber at least the same level of service quality as ILEC provides its own subscribers with respect to all Telecommunications Services and shall provide such capability in accordance with the specific requirements of Attachment VIII.

1.5 The specific business process requirements and systems interface requirements are set forth in Attachment VIII.

Section 2. General Terms and Conditions for Resale

2.1 **Pricing.** The prices charged to MCI for Local Resale are set forth in Attachment I of this Agreement.

2.2 **No Restrictions on Resale.** MCI may resell to any and all classes of end-users Telecommunications Services obtained from

ILEC under this Agreement, except for Lifeline Assistance and Link-Up or similar services, which MCI may only resell to those subscribers who are eligible for such services. ILEC will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Service. ILEC agrees to remove all tariff restrictions which prohibit or limit the aggregation and resale of any such Telecommunication Services, including, but not limited to, CENTREX aggregation, feature and service aggregation, and resale of Telecommunications Services to another reseller.

2.3 Requirements for Specific Services

2.3.1 CENTREX Requirements

2.3.1.1 At MCI's option, MCI may purchase the entire set of CENTREX features or a subset of any one or any combination of such features. The CENTREX Service provided for resale will meet the requirements of this Subsection 2.3.1.

2.3.1.2 All features and functions of CENTREX Service, including CENTREX Management System (CMS), whether offered under tariff or otherwise, shall be available to MCI for resale, without any geographic or subscriber class restrictions.

2.3.1.3 ILEC shall make CMS information available to MCI at the End Office level via an electronic interface as specified in Attachment VIII.

2.3.1.4 ILEC shall provide to MCI a list by central office of all CENTREX or CENTREX-like features and functions offered by ILEC within ten (10) days of the Effective Date of this Agreement, and shall provide updates to such list as specified in Attachment VIII.

2.3.1.5 All service levels and features of CENTREX Service provided by ILEC for resale by MCI shall meet the service parity requirements set forth in Attachment VIII.

2.3.1.6 MCIm may aggregate the CENTREX local exchange and IntraLATA traffic usage of MCIm subscribers to qualify for volume discounts on the basis of such-aggregated usage.

2.3.1.7 MCIm may aggregate multiple MCIm subscribers on dedicated access facilities. MCIm may require that ILEC suppress the need for MCIm subscribers to dial "9" when placing calls outside the CENTREX System.

2.3.1.8 MCIm may use among other methods remote call forwarding in conjunction with CENTREX Service to provide service to MCIm local service subscribers residing outside of the geographic territory in which ILEC provides local exchange service.

2.3.1.9 MCIm may purchase any and all levels of CENTREX Service for resale, without restriction on the minimum or maximum number of lines that may be purchased for any one level of service.

2.3.1.10 ILEC shall make available to MCIm for resale, at no additional charge, intercom calling among all MCIm subscribers who utilize resold CENTREX Service.

2.3.1.11 MCIm may utilize Automatic Route Selection ("ARS") to provision access.

2.3.2 Voluntary Federal and State Subscriber Financial Assistance Programs

Local Resale provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Subscriber Financial Assistance Program and Link-Up America. When an ILEC subscriber eligible for the Voluntary Federal Subscriber Financial Assistance Program or other similar state programs chooses to obtain Local Resale from MCIm, ILEC shall forward all information regarding such subscriber's eligibility to participate in such programs to MCIm in electronic format in accordance with the procedures set forth herein.

2.3.3 Lifeline/Link-Up Service. ILEC shall offer for resale Lifeline and Link-Up Service. ILEC will provide information about the certification process for the provisioning of Lifeline, Link-up, and similar services.

2.3.4 Obsolete/Grandfathered Services. ILEC shall offer for resale to MCI all obsolete /grandfathered services. For purposes of this Agreement, an obsolete/grandfathered service is a service that ILEC offers to existing retail subscribers but not to new subscribers. MCI shall have the right to review and approve any ILEC request for the termination of service and its grandfathering filed with the Commission.

2.3.5 N11 Service

2.3.5.1 ILEC agrees not to offer any new N11 services after the Effective Date of this Agreement unless ILEC makes any such service available for resale.

2.3.5.2 MCI shall have the right to resell any N11 service, including but not limited to 411, 611 or 911 services, existing as of the Effective Date. These services shall be unbranded and routed to MCI, as required by MCI pursuant to Part A, Section 25.

2.3.6 Contract Service Arrangements, Special Arrangements, and Promotions. ILEC shall offer for resale all of its services available to any retail subscriber, including but not limited to Contract Service Arrangements, Special Arrangements, and Promotions, all in accordance with FCC Rules and Regulations.

2.3.7 Discount Plans and Services. ILEC shall offer for resale all Discount Plans and Services in accordance with FCC Rules and Regulations.

2.3.8 Inside Wire Maintenance Service. ILEC shall offer for resale inside wire maintenance service.

2.3.9 Pay Phone Service

ILEC shall offer for resale, at a minimum, the following: Coin Line, COCOT Line Coin, and COCOT Line Coinless features:

- Billed Number Screening
- Ability to "freeze" PIC selection
- One bill per line
- Point of demarcation at the Network Interface location
- Detailed billing showing all 1+ traffic on paper, diskette or electronic format
- Wire Maintenance option
- Touch-tone service
- Option for listed or non-listed numbers
- Access to 911 service
- One directory per line

2.3.9.1 ILEC shall offer for resale at a minimum, the following Coin Line features:

- Access to all CO intelligence required to perform answer detection, coin collection, coin return, and disconnect
- Answer Detection
- Option to block all 1+ calls to international destinations
- IntraLATA Call Timing
- Option of one-way or two-way service on line
- Flat Rate Service
- Originating line screening
- MCIm rate tables for local and intraLATA service
- ILEC Central Office Intelligence for rating and other functions
- Option of measured service
- Ability to block any 1+ service that cannot be rated by the coin circuits/ TSPS/OSPS
- Protect against clip on fraud
- Protect against blue box fraud